

DEC 19 '05

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SURFACE TRANSPORTATION BOARD

OF COUNSEL
URBAN A. LESTER

December 16, 2005

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Memorandum of Security Agreement, dated as of December 15, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation Number 26031.

The names and addresses of the parties to the enclosed document are:

Debtor/Assignor: Infinity Rail, LLC
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

Secured Party/
Assignee: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

56 railcars within the series TOE 7500 - TOE 7560 as more particularly set forth in the equipment schedule attached to the document.

A short summary of the document to appear in the index is:

Memorandum of Security Agreement.

Also enclosed is a check in the amount of \$33.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm
Enclosures

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MEMORANDUM OF SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

1. Pursuant to the Security Agreement identified below, Infinity Rail, LLC, a Georgia limited liability company ("IR"), has granted to The CIT Group/Equipment Financing, Inc. ("CIT"), as security for certain obligations of IR to CIT, a security interest in all of IR's right, title, and interest in and to the railroad equipment identified on the schedule attached hereto. "Security Agreement" means the Security Agreement dated as of June 7, 2005, between IR and CIT, as amended to date.

2. The addresses of the parties are as follows:

Infinity Rail, LLC (Debtor / Assignor)
817 West Peachtree Street, Suite M110
Atlanta, Georgia 30308

The CIT Group/Equipment Financing, Inc. (Secured Party / Assignee)
1211 Avenue of the Americas
New York, New York 10036
Attention: Rail Resources, Vice President – Credit

3. The terms and provisions of the above-referenced security interest are more particularly set forth in the above-referenced Security Agreement.

4. This Memorandum may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[Execution on next page; remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum to be executed as of
_____, 2005.

INFINITY RAIL, LLC
By Infinity Asset Management, LLC as Manager

By: Jeffrey E. Edelman
Jeffrey E. Edelman, Vice President

State of Georgia)
) ss.
County of ~~Fulton~~)
 DeKalb

On December 15, 2005, before me personally appeared Jeffrey E. Edelman, to me personally known, who being by me duly sworn says that he is Vice President of Infinity Asset Management, LLC, Manager of Infinity Rail, LLC, and that he executed the foregoing instrument on behalf of said limited liability company by authority of its board of managers, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Stephanie Cassamari
Notary Public
My commission expires:

[NOTARIAL SEAL]

Notary Public, DeKalb County, Georgia
My Commission Expires Aug. 2, 2006

{Execution continued on next page; remainder of this page intentionally left blank}

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: [Signature]
Name: William J. Hunter
Title: Vice President – Structured Finance

State of New York)
) ss:
County of New York)

On 02/15, 2005, personally appeared before me William J. Hunter, to me personally known, who being by me duly sworn, said that he is a Vice President – Structured Finance of The CIT Group/Equipment Financing, Inc., that such instrument was signed on behalf of such corporation by the authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

[Signature]
Notary Public
My commission expires:

[NOTARIAL SEAL]
RICHARD D'ANNUNZIO
Notary Public, State of New York
No. 43-4693159
Qualified in Richmond County
Commission Expires March 30, 2007

SCHEDULE

Items relating to 56 cars leased to Texas, Oklahoma & Eastern Railroad Company:

Acquisition Agreement:

Purchase Agreement dated as of December 16, 2005, between General Electric Railcar Services Corporation as seller and Infinity Rail, LLC as buyer

Lease Agreement:

Schedule No. 5 to Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between General Electric Railcar Services Corporation ("GE"), as lessor, and Texas, Oklahoma & Eastern Railroad Company, as lessee, as amended by that certain Amendment No. 1 dated as of February 1, 1994, and as extended by that certain Extension No. 1 dated as of April 6, 2005, which incorporates by reference that certain Car Leasing Agreement No. 8425-92-01, dated as of January 1, 1994, between GE and Texas, Oklahoma & Eastern Railroad Company. (GE has assigned the lessor's interest in the foregoing lease to Infinity Rail, LLC in connection with the sale of the cars subject thereto.)

Marks Management Agreement:

Rider No. 2 dated as of December 16, 2005, between General Electric Railcar Services Corporation and Infinity Rail, LLC, which incorporates the provisions of the Master Administrative Services Agreement dated as of September 23, 2004, between the same parties

The Acquisition Agreement, the Lease Agreement, and the Marks Management Agreement relate to the following Railcars:

Quantity and description of Cars:

fifty five (55) Plate C, 100-ton, cushioned boxcars with 8' double doors; and
one (1) Plate C, 70-ton, cushioned boxcar with 8' double doors

Reporting marks and identifying numbers:


<u>Unit Count</u>	<u>Lessee</u>	<u>AAR Reporting Mark</u>	
1	Texas, Oklahoma & Eastern Railroad Company	TOE	7500
2	Texas, Oklahoma & Eastern Railroad Company	TOE	7501
3	Texas, Oklahoma & Eastern Railroad Company	TOE	7502
4	Texas, Oklahoma & Eastern Railroad Company	TOE	7503
5	Texas, Oklahoma & Eastern Railroad Company	TOE	7504
6	Texas, Oklahoma & Eastern Railroad Company	TOE	7505
7	Texas, Oklahoma & Eastern Railroad Company	TOE	7506
8	Texas, Oklahoma & Eastern Railroad Company	TOE	7507
9	Texas, Oklahoma & Eastern Railroad Company	TOE	7508
10	Texas, Oklahoma & Eastern Railroad Company	TOE	7509
11	Texas, Oklahoma & Eastern Railroad Company	TOE	7510
12	Texas, Oklahoma & Eastern Railroad Company	TOE	7511
13	Texas, Oklahoma & Eastern Railroad Company	TOE	7512
14	Texas, Oklahoma & Eastern Railroad Company	TOE	7513
15	Texas, Oklahoma & Eastern Railroad Company	TOE	7514
16	Texas, Oklahoma & Eastern Railroad Company	TOE	7515
17	Texas, Oklahoma & Eastern Railroad Company	TOE	7516
18	Texas, Oklahoma & Eastern Railroad Company	TOE	7517
19	Texas, Oklahoma & Eastern Railroad Company	TOE	7518
20	Texas, Oklahoma & Eastern Railroad Company	TOE	7519
21	Texas, Oklahoma & Eastern Railroad Company	TOE	7520
22	Texas, Oklahoma & Eastern Railroad Company	TOE	7522

23	Texas, Oklahoma & Eastern Railroad Company	TOE	7523
24	Texas, Oklahoma & Eastern Railroad Company	TOE	7524
25	Texas, Oklahoma & Eastern Railroad Company	TOE	7525
26	Texas, Oklahoma & Eastern Railroad Company	TOE	7527
27	Texas, Oklahoma & Eastern Railroad Company	TOE	7528
28	Texas, Oklahoma & Eastern Railroad Company	TOE	7529
29	Texas, Oklahoma & Eastern Railroad Company	TOE	7530
30	Texas, Oklahoma & Eastern Railroad Company	TOE	7531
31	Texas, Oklahoma & Eastern Railroad Company	TOE	7532
32	Texas, Oklahoma & Eastern Railroad Company	TOE	7533
33	Texas, Oklahoma & Eastern Railroad Company	TOE	7534
34	Texas, Oklahoma & Eastern Railroad Company	TOE	7535
35	Texas, Oklahoma & Eastern Railroad Company	TOE	7536
36	Texas, Oklahoma & Eastern Railroad Company	TOE	7537
37	Texas, Oklahoma & Eastern Railroad Company	TOE	7538
38	Texas, Oklahoma & Eastern Railroad Company	TOE	7539
39	Texas, Oklahoma & Eastern Railroad Company	TOE	7540
40	Texas, Oklahoma & Eastern Railroad Company	TOE	7541
41	Texas, Oklahoma & Eastern Railroad Company	TOE	7542
42	Texas, Oklahoma & Eastern Railroad Company	TOE	7543
43	Texas, Oklahoma & Eastern Railroad Company	TOE	7544
44	Texas, Oklahoma & Eastern Railroad Company	TOE	7545
45	Texas, Oklahoma & Eastern Railroad Company	TOE	7546
46	Texas, Oklahoma & Eastern Railroad Company	TOE	7547
47	Texas, Oklahoma & Eastern Railroad Company	TOE	7548
48	Texas, Oklahoma & Eastern Railroad Company	TOE	7549
49	Texas, Oklahoma & Eastern Railroad Company	TOE	7550
50	Texas, Oklahoma & Eastern Railroad Company	TOE	7551
51	Texas, Oklahoma & Eastern Railroad Company	TOE	7552
52	Texas, Oklahoma & Eastern Railroad Company	TOE	7553
53	Texas, Oklahoma & Eastern Railroad Company	TOE	7554
54	Texas, Oklahoma & Eastern Railroad Company	TOE	7556
55	Texas, Oklahoma & Eastern Railroad Company	TOE	7557
56	Texas, Oklahoma & Eastern Railroad Company	TOE	7560

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 12/19/05



Robert W. Alvord